



Department of Commerce

Innovation is in our nature.

Assignment of Mobile/Manufactured Home Relocation Assistance Reimbursement

This Assignment of Mobile/Manufactured Home Relocation Assistance Reimbursement (the “Assignment”) is made and entered into this <<DATE>> of <<MONTH>>, <<YEAR>> by and between <<NAME OF HOMEOWNER>> (Homeowner/the “Assignor”) and <<NAME OF INDIVIDUAL/ENTITY ADVANCING ALLOWABLE EXPENSES>> (the “Assignee”).

RECITALS

- A. [RCW 59.21.021](#) establishes amounts of assistance available through [RCW 59.21, Mobile Home Relocation Assistance](#).¹ [WAC 365-212-060](#) establishes allowable expenses for reimbursement by the Department of Commerce, Office of Mobile/Manufactured Home Relocation Assistance.
- B. Assignee has agreed to advance up to <<DOLLAR AMOUNT>> of Assignor’s allowable expenses under [WAC 365-212-060](#) due to the closure of <<NAME OF MOBILE HOME PARK>>.
- C. In exchange for Assignee’s assignment to advance allowable expenses to Assignor, Assignor has agreed to assign and transfer to Assignee all rights to reimbursement from the Mobile Home Park Relocation Fund up to the amount advanced by the Assignee.
- D. Provided that the Assignee has proved eligibility for reimbursement of allowable expenses through [RCW 59.21, Mobile Home Relocation Assistance](#), and has complied with documentation requirements as described below, Assignee shall not attempt to collect from Assignor funds advanced under this agreement and shall only collect those funds from the Department of Commerce, Office of Mobile/Manufactured Home Relocation Assistance under the provisions of [WAC 365-212-040](#).

¹ Up to \$7,500 for single-section; up to \$12,000 multi-section (including single-section with add-on, tip-out, etc.)

NOW, THEREFORE, in consideration of the mutual terms and conditions herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Mobile/Manufactured Home Relocation Assistance Reimbursement.

The Assignor hereby assigns and transfers to the Assignee, the Assignor's right, title, and interest in and to, and all of Assignor's rights and obligations under, the Mobile/Manufactured Home Relocation Assistance Program reimbursement up to the amount of funds provided by Assignee. Assignee hereby accepts this Assignment and agrees to be bound by the requirements for reimbursement under [WAC 365-212-040](#). Assignor hereby appoints Assignee as Assignor's attorney-in-fact to receive said funds directly from the State of Washington, based upon program eligibility, receipt of required documentation, and receipt of allowable expense receipts. This limited Power of Attorney shall terminate upon reimbursement of all allowable costs advanced by Assignee. The amount of funds advanced for allowable expenses is <<DOLLAR AMOUNT>>.

2. Documentation.

Assignor represents that he/she has paid all taxes and rent due related to the mobile/manufactured home and has completed all documentation required by any governmental agency in connection with allowable expenses per [WAC 365-212-060](#).

3. Cooperation.

Assignor and Assignee agree to cooperate in the completion or execution of any additional documentation required by the State of Washington or any other third party to accommodate the reimbursement of allowable expenses up to the amount advanced by the Assignee.

4. Indemnity.

Assignor acknowledges and agrees that Assignee is only advancing funds and is in no way liable or responsible for any aspect of Assignor's relocation, including without limitation, dealings with any State agency, condition of Assignor's mobile home before or after relocation, and the amount of funds Assignor is eligible to receive. Assignor indemnifies and holds Assignee harmless from any claims, demands, losses, or damage caused or created by Assignor or Assignor's agents during Assignor's tenancy in the mobile home or during the period of time Assignor holds legal title to the mobile home.

5. Successors.

This Assignment shall inure and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, assigns, and marital communities, if any.

6. Governing Law.

This Assignment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Washington.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed as of the day and year written above and warrant by signing below that they have the authority to enter into this Assignment Agreement.

ASSIGNOR:

<<BORROWER SIGNATURE>>:

<<BORROWER PRINTED NAME>>:

<<SIGNATURE DATE>>:

<<BORROWER FORWARDING
ADDRESS>>:

ASSIGNEE:

<<ASSIGNEE NAME>>:

<<ASSIGNEE REPRESENTATIVE
SIGNATURE>>:

<<ASSIGNEE REPRESENTATIVE
TITLE/ROLE>>:

<<SIGNATURE DATE>>:

<<ASSIGNEE ADDRESS>>:
